REMARKS

The present Amendment is in response to the Office Action mailed January 13, 2006. Claims 2, 2-4, 6-8, 10, 12, 14-15, 17, 19-22, and 25 are amended. Claims 1 and 29-70 are cancelled. Claims 2-28 are now pending in view of the above amendments.

Please note that the following remarks are not intended to be an exhaustive enumeration of the distinctions between any cited references and the claimed invention. Rather, the distinctions identified and discussed below are presented solely by way of example to illustrate some of the differences between the claimed invention and the cited references. Applicants do not necessarily agree with the characterization of the cited art and reserve the right to present future arguments if necessary to distinguish the claims. Reconsideration of the application is respectfully requested in view of the above amendments to the claims and the following remarks. For the Examiner's convenience and reference, Applicant's remarks are presented in the order in which the corresponding issues were raised in the Office Action.

Examiner's Interview

Applicant's express their appreciation to the Examiner for conducting an interview with Applicant's representative on March 27, 2006. This response includes the substance of the interview.

Election/Restrictions

Claims 2-28 have been elected for prosecution as noted by the Examiner. Claims 1 and 29-70 are currently cancelled.

Specification

The Examiner objected to the Abstract of the Disclosure. As noted in the Amendments to the Specification section of this response, the Abstract has been amended as required by the Examiner.

Rejections Under 35 U.S.C. § 102

The Office Action rejected claims 2-28 under 35 U.S.C. § 102(b) based on a public use or sale of the invention. In particular, the Examiner cites a License and Agreement of Sale between Star Bridge Systems, Inc. and icaveo, Inc. executed on 30 Apr 1999 and a License and Lease Agreement between Star Bridge Systems, Inc. and Ceristar, Inc. executed on 7 Oct 1999. The Examiner alleges that each License indicates a "sale" of the Viva software. The Examiner further notes that the Viva software appears to be the subject of the instant claims and that the instant application repeatedly describes its subject software as the Viva software. The Examiner concludes that each document indicates a "sale" of the Viva software and are each considered a prima facie "sale" of the invention.

Applicant respectfully disagrees. As discussed during the interview, each license includes a definition of "Core Software". Section 1.3 of the License executed 30 Apr 1999 indicates that the "Core Software" means SBS's proprietary Viva software other than the Licensed Software. The Core Software includes, without limitation, SBS's proprietary Viva translators, synthesizers and synthesis libraries. The Core Software does not include, and is not included within, the Licensed Software. Section 1.3 of the license executed 7 Oct 1999 includes a similar clause.

In view of these sections of the two licenses, the Core Software or Viva software is not licensed. As a result, the instant licenses do not constitute a prima facie "sale" of the invention. Applicant respectfully requests withdrawal of the rejection under § 102(b).

Rejections Under 35 U.S.C. § 103

The Office Action rejected claims 2-28 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,499,192 (*Knapp*) in view of U.S. Patent No. 6,135,647 (*Balakrishnan*). Applicant respectfully disagrees.

Claim 2 has been amended to require generating a design database that includes design objects. The design database also corresponds to a diagrammatic representation of a desired behavior. A synthesis process is then initiated in the design database. The synthesis process includes multiple concurrent threads of execution, and the threads of execution follow paths that are demarcated by transport objects included in the design objects.

15

As discussed at the interview and memorialized in the Interview Summary, the usage of a design database and multi-threaded concurrent processing distinguishes the claims over the cited art. Concurrent threads can simultaneously process different objects of the overall design. Neither *Knapp* or *Balakrishnan* teach the use of concurrent threads as required by claim 2 or using a design database.

For at least these reasons, claim 2 is believed to be in condition for allowance. Claims 3-28 are also in condition for at least the same reasons.

Conclusion

In view of the foregoing, and consistent with the tentative agreement reached during the Examiner Interview, Applicants believe the claims as amended are in allowable form. In the event that the Examiner finds remaining impediment to a prompt allowance of this application that may be clarified through a telephone interview, or which may be overcome by an Examiner's Amendment, the Examiner is requested to contact the undersigned attorney.

Dated this 13th day of June 2006.

Respectfully submitted,

CARL T. REED
Registration No. 45,454
Attorney for Applicant
Customer No. 022913
Telephone: (801) 533-9800

W:\15926\5.1\DFW0000017397V001.doc